

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 30	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE 08/05/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE HQ		7. ADMINISTERED BY (If other than Item 6) CODE HQ	
NASA/Goddard Space Flight Center Headquarters Procurement Office Candis Edwards/Code 210.H 301-286-4095 Greenbelt MD 20771		NASA/Goddard Space Flight Center Headquarters Procurement Office Candis Edwards/ Code 210.H 301-286-4095 Greenbelt MD 20771			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. (x) NNH11367108R			
		9B. DATED (SEE ITEM 11) x 07/13/2011			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of Amendment 3 is to replace Attachment H uploaded in Amendment 2 entitled "Agreement between SecTek, Inc. and National Association of Special Police and Security Officers (NASPSO)" with the present Collective Bargaining Agreement in effect entitled "Agreement Between International Union, Security, Police and Fire Professionals of America (SPFPA) and SecTek, Inc."

Please see the attached CBA.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra P. Bruce	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

AGREEMENT

BETWEEN

**INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)**

AND

SECTEK, INC

For Guard Services at

**National Aeronautics and Space Administration (NASA)
Headquarters Building
300 E. Street SW, Washington DC**

Effective: 01 March 2009

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PREAMBLE

SECTION 1.

This Agreement is entered into by and between SecTek, Inc. (hereinafter referred to as the "Company" or "SecTek") and the covered employees of the Company (as defined in Section 1.2) located at NASA HQ, 300 E Street SW, Washington, DC and the International Union, Security, Police and Fire Professional of America (SPFPA) (or its lawful successor in interest) (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement is effective 01 March 2009 for all economic terms, and upon signing for non-economic terms.

SECTION 2.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

SECTION 3.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

SECTION 4.

The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair day's work for a fair day's pay.

ARTICLE 1: RECOGNITION

1.1 – Recognition of Union

The Company hereby recognizes the Union as the sole and exclusive bargaining representative of "employees" as defined in Article 1.2 of this Agreement.

1.2 – Employees

Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time security officers, shift supervisors, locksmiths, security assistants, and security specialists employed by the Employer, and excluding temporary personnel as defined in Section 1.4 of this Agreement, managerial personnel as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees under this Section 1.2.

1.3 – Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) days from the date of hire or rehire.

1.4 – Temporary Personnel

"Temporary personnel" are persons hired by the Company for a period not to exceed seventy (70) days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of seventy (70) days in a calendar year, except by mutual agreement of the Company and the Union. The Company, under its contract with the United States Government (hereafter "the Contract"), may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with temporary employees. Temporary employees may also be in the form of employees assigned to another Contract but needed to help fill a temporary shortage to meet full staffing requirements.

1.5 – Part-time Personnel

The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. Part-time employees shall be those employees who work less than thirty (30) hours in a work week. Part-time employees will be required to work no less than sixteen (16) hours a month.

ARTICLE 2: UNION SECURITY AND DUES CHECK OFF

2.1 – Union Security

A employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in **NLRB v. General Motors Corporation**, 373 U.S. 734 (1963) and **Beck v. Communications Workers of America**, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge the officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

2.2. - Dues Check-Off

The Employer agrees to deduct initiation fees and Union dues or service fees for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed check-off authorization card provided by the Union. Deductions shall be taken from each semi-monthly paycheck in equal amounts not to exceed the total monthly dues amount specified by the Union. Funds deducted, along with a summary sheet including the names, addresses, social security number, the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the Union within fifteen (15) days after the first regular payday of the month. The Employer will also provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off Articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 3: UNION RIGHTS

3.1 - Stewards

A. Recognition. The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize a maximum of two (2) Shop Stewards per shift. Within ten (10) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.

B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Article 3.1 D of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may only be conducted during working time in exceptional cases where agreed upon in advance by the Company and the Union in writing. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. It is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Article 3.1 D of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward.

D. Investigatory Interview. Subject to, and in accordance with the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward unless such officer or shop steward is not reasonably available and exigent circumstances preclude postponement of the investigation.

3.2 – Union Posting. The Company may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the Government. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Site/Project Manager twelve (12) hours in advance of posting.

3.3 – Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement.

3.4 – Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of SecTek's customer, the United States government. The Union agrees to cooperate with the Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 – General.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion; to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and rehire employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services as permitted under Articles 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate the Company's operations or any

part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

4.2 – Failure to Exercise Rights.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

4.3 – Nature of Work.

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government, its customers and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. Except for those matters specifically addressed in the Agreement, the Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union.

ARTICLE 5: NON-DISCRIMINATION

The Company and the Union agree that they shall each comply with all federal, state, and local (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et seq.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. §§ 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal, state, or local civil rights law, shall be resolved exclusively pursuant to binding arbitration as set forth in Article 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Articles 13.2 through 13.5).

ARTICLE 6: HOURS OF WORK

6.1 – Purpose of this Article.

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

6.2 – Workweek.

The normal workweek shall consist of forty (40) hours, and commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter.

6.3 – Workday.

The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of eight (8) to twelve (12) consecutive hours. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

No employee shall provide more than twelve (12) hours of service in any twenty-four (24) hours period unless the work hours are separated by an eight (8) hours non-duty period. Exceptions to this rule are extreme emergencies (i.e. weather conditions that prevent the relief personnel from getting to the building; civil disturbances; natural disasters, etc.) or as directed by management or the client.

The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal workweek.

As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

6.4 – Overtime Work.

The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances, and overtime shall be scheduled in order of seniority whenever practical. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first.

Employees may be required to work reasonable assignments beyond regularly scheduled hours at the discretion of the Company. The Company has the right to hold over employees until relieved and/or to require an available employee to provide coverage; an employee who refuses to work such additional hours may be subject to appropriate discipline. However, the Company will make every effort to schedule such assignments on an equitable, rotating basis. The Company will attempt to provide two (2) hours notice to employees on duty that he or she will be required to work beyond his or her scheduled hours. Employees shall not be held over past twelve (12) hours unless mandated by emergency conditions.

6.5 – Call in Pay.

An employee called in to work and who reports for duty will be guaranteed a minimum of four (4) hours pay at their regular straight time hourly rate of pay.

ARTICLE 7: GENERAL WAGE & MISCELLANEOUS PROVISIONS

7.1 – General.

All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix "A". Employees shall be paid the pay rate associated with the post to which they are assigned.

7.2 – Straight time rate of pay.

See Appendix "A".

7.3 – Overtime Pay.

Overtime pay is calculated at one and one-half (1 1/2) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

7.4 – Undisputed Error.

In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made on the next scheduled paycheck, or sooner as practically possible. If the error is one hundred dollars (\$100.00) or more, the company will make the adjustment within one (1) business day of being provided with the required payroll adjustment form and/or applicable documentation to support the pay error.

7.5 – Personal Data.

Employees shall promptly notify the Company's Personnel Department, through their supervisor, in writing on a Company-provided form of any change of name, address, or telephone number within ten (10) business days of such change. The Company shall be entitled to rely upon the last known address in the Company's official record.

7.6 – Pay Dates.

Wages will be paid semi-monthly on the 10th and 25th days of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

7.7 – Break Periods.

All productive security officers shall be provided two (2) paid fifteen (15) minute breaks and a paid 30 minute lunch period.

ARTICLE 8: LEAVES OF ABSENCE

8.1 – Jury/Witness Duty.

A full time employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of ten (10) work days; provided, however, in order for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or defendant), or where they are appearing as a witness against the Company, unless required by law.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holidays unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be paid to full time employees only. The Company reserves the right to request an exemption or postponement of jury service. An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Company's Payroll Department, through their supervisor, written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the Company.

8.2 – Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

8.3 – Bereavement Leave.
See Appendix "A".

8.4 – Family and Medical Leave.

A. **Leave Entitlement.** An employee who has been employed by the Company for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("Act") in accordance with its provisions. Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status. This leave time will count towards their total leave time allowed under the Act. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

B. **Year for Purposes of Determining Leave Entitlement.** For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

8.5 – Personal / Non-FMLA Related Leave of Absence.

An employee who has completed his or her probationary period may request a leave of absence for personal or non-FMLA related medical reasons. The maximum amount of such leave an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may not exceed this maximum limit. Any such request must be in writing and state the reason for and length of the desired leave. Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status.

If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

Leave under this Article shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the parties that any alleged violation of this article shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 13 shall be final and binding.

8.6 – Personal/Sick Leave (PSL)

See Appendix "A".

8.7 – Notice of Absence.

An employee who foresees that they will be absent due to anticipated medical reasons (including dental and medical examinations) must provide the Company two weeks' notice of his/her anticipated absence (or if two weeks notice is not practical then as soon as possible), regardless of the length of the anticipated absence. Failure to do so will result in disciplinary action up to and including termination. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.

8.8 – Medical Certifications.

An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for three (3) or more consecutive work days shall be required to provide to the Company's Personnel Department, through their supervisor, a completed medical release from his/her physician certifying that the employee is able to return to work on the day of returning to work. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this article, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

8.9 – Union Leave.

The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

8.10 – Rate of Pay.

Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

8.11 – Seniority.

Seniority shall accumulate during any approved leave of absence.

ARTICLE 9: HOLIDAYS

See Appendix "A".

ARTICLE 10: VACATION

See Appendix "A".

ARTICLE 11: HEALTH AND WELFARE & OTHER BENEFITS

See Appendix "A".

ARTICLE 12: DISCHARGE AND DISCIPLINE

It is expressly agreed and understood that the Company shall have the right to establish and modify from time to time disciplinary and other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same. Prior to making any change to disciplinary rules, the Company will meet and confer with the Union. Disciplinary actions imposed by the Company will remain active on the employee's record for a period of one year from the date of the offense.

12.1 – Just Cause.

No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 13 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- A. Violation of Rules and Regulations of Government Public Building and rounds, 41 CFR § 101-20.3.
- B. Neglect of Duty, including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during

official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the employee's supervisor. Long distance telephone calls shall not be made at government expense.

- C. Use or display (in plain sight) of personal electronic devices not used in the normal course of Company business. These devices include, but are not limited to, cellular telephones, personal computers, games, video recorder/player, audio recorder or player and other electronic communication devices.
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records; and/or concealment of material facts by willful omissions from official documents or records.
- E. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- F. Theft, vandalism or criminal acts.
- G. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed to by the Company and Union.
- H. Improper use of official authority or credentials.
- I. Unauthorized use of communications equipment or Government property.
- J. Misuse of weapon(s) or possession of private firearm on the job.
- K. Violation of Government security procedures or regulations, including, without limitation, those set forth in the FPS Security Guard Manual.
- L. Violation of state or federal laws regarding the possession or use of a firearm.
- M. Post abandonment/leaving post prior to being properly relieved.
- N. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- O. Falsification of time records.
- P. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Q. Sexual, racial or verbal harassment in violation of company policy.

12.2 – Standards of Conduct.

It is acknowledged and recognized that the Company is in the business of providing security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and the Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Article 12.1.

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees' schedules/disruption to contract operations/overtime/ open posts; that a minimum of four hours advanced notice is required for any call-off; that four or more absences within a four-month period is considered chronic absenteeism; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment as set forth in the disciplinary matrix which may be amended from time to time by the Company pursuant to Article 4.

12.3 – Government Action.

If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 of this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on the Company to relocate or reassign employee to any other contract.

12.4 – Voluntary Quits.

An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.

B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.

C. The employee fails to report to work within forty-eight (48) hours after the expiration of an approved leave period without contacting the Company and providing verifiable evidence of their inability to return as scheduled.

D. The employee fails to respond within five (5) days of receiving a notice of recall.

ARTICLE 13: GRIEVANCE MEDIATION AND ARBITRATION PROCEDURE

13.1 – General Provision.

In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any employee and the Company (and the Union and the Company) arising out of or relating to any employee's employment with the Company, whether grounded in contract, tort or statutory law (including but not limited to federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the employee believes he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

13.2 – Step 1.

An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) working days in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee. If the matter is brought forward by the Union steward, the steward must have the affected employee's agreement in writing prior to presenting the grievance/complaint on his/her behalf.

13.3 – Step 2.

If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Site/Project Manager, in writing, within five (5) working days. The Site/Project Manager shall have five (5) working days from the date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax or other electronic means.

13.4 – Step 3.

If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Director, Operations in writing, signed by the employee and Union Representative specifying the Article(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Director, Operations shall answer the grievance in writing within five (5) working days after receipt of said grievance.

13.5 – Step 4.

If the Company's answer is not satisfactory, a representative of the Union will meet and discuss the grievance with the Director, Operations. The Company must reply to the Union within ten (10) working days excluding Saturdays, Sundays and holidays, of said meeting.

13.6 – Failure to Resolve Grievance.

Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Article 13.7 or Article 13.13 as applicable.

13.7 – Contract Based Grievances.

The Union, within ten (10) calendar days after the rejection of the grievance by the Company's designated representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

13.8 – Procedures.

In the event of arbitration pursuant to Article 13.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

13.9 – Decision.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Article 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

13.10 – Special Time Limitations.

Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Director, Operations or the Corporate Labor/Employment Counsel or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

13.11 – Failure to Comply with Time Limitations.

Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

13.12 – Limits on Arbitrators Authority.

The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management except as it applies the enforceability of arbitration as specified in Article 13.13.

13.13 – Non-Contract Claims.

Articles 13.7 through 13.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this Agreement has been breached, the arbitration shall be pursuant to Articles 13.7 through 13.12.

If the dispute has not been resolved pursuant to the procedures outlined in Articles 13.1 through 13.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolutions Rules of JAMS in the Metropolitan DC area or in such location that the arbitrator determines is more convenient for the parties. If the employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable.

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and costs incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable state or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Article 13.13 be held invalid, both parties (including all employees covered by this Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or the employee's employment hereunder.

13.14 – Confidentiality.

The Employer and the Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the employee and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

Photocopying of any documents will be strictly on an as needed basis by the aforementioned respective attorneys. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

13.15 – Timeliness of Opinions.

It is expressly agreed and understood by the parties that the failure of the arbitrator to issue the award within sixty (60) days shall render any award issued null and void. It is further agreed that, as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) days of the close of the hearing or receipt of briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may re-submit the dispute to arbitration before another arbitrator within ten (10) calendar days of the expiration of the sixty (60) day period.

ARTICLE 14: SENIORITY

14.1 – General Provision.

Seniority under this Agreement shall commence with the employee's start date on the contract.

14.2 – Posting.

When a permanent vacancy occurs on a schedule, the position will be posted on the bulletin board for a period not less than seventy-two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

14.3 – List.

A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

14.4 – Accepting Position Outside Unit.

An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her as available. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

14.5 – Loss of Seniority.

An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement as stipulated by Article 14.4, shall lose all seniority rights.

14.6 – Reductions in Force.

If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.

14.7 – Call Back.

Laid off employees shall have call back rights. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail, return receipt. The return receipt must be signed by the employee to whom the registered mail was addressed. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

14.8 – Employee Unable to Report.

An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

14.9 – Loss of Seniority.

In addition to the reasons otherwise set forth in this Agreement, employees shall lose their seniority rights if:

- A. The employee resigns, quits or retires.
- B. The employee is discharged for just cause.

14.10 – Notice to Company.

Each employee on a layoff status must notify the Company, in writing, of any changes of address and their availability for work.

14.11 – Equal Seniority.

For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

14.12 – Resolution of Disputes.

It is expressly agreed and understood between the parties that any alleged violation of this Article 14 shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 of this Agreement, but shall not be subject to the arbitration procedures as set forth in Articles 13.6 through 13.12 of this Agreement. The resolution of such grievances by the Company during this "Step 4" conference shall be final and binding.

ARTICLE 15: CONTINUITY OF OPERATIONS

15.1 – No Strikes.

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

15.2 – No Lockouts.

During the term of this Agreement, the Company shall not lock out any employee.

ARTICLE 16: CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The Union will be notified of any employment action taken pursuant to this Article and upon request will be furnished evidence in support of the action in a prompt and timely manner.

ARTICLE 17: DRUG AND ALCOHOL

The Company and the Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the

employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the start of employee's shift. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

ARTICLE 18: ARREST AGREEMENT – ADVERSE INFORMATION REPORTING

SecTek is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of SecTek's Arrest Agreement. Employees are required to notify their Site/Project Manager within twenty-four hours of an arrest.

ARTICLE 19: TRAINING AND QUALIFICATION

19.1 – General.

It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. Within 30 days of expiration of any certifications/qualifications, if the employee has not yet completed or has not yet been scheduled for recertification training, it is the employee's responsibility to advise the Company of the need to be scheduled for training. Upon request, the Company agrees to provide certification/license expiration information to the Union.

19.2 – Trainers.

All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

19.3 – Payment.

Except as otherwise provided in this Agreement general employees attending training, presented by or coordinated at the direction of the Company, will be paid their normal base hourly rate of pay for all hours spent in said training.

19.4 – Weapons Training

Employees attending weapons qualification/re-qualification sessions scheduled and authorized by the Company will receive a maximum of four (4) hours pay at their normal base hourly rate of pay for one (1) qualification/re-qualification session.

If an employee is unable to successfully obtain the required qualification score for his/her contract specific weapon, the employee shall be suspended from the contract. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

Employees who fail to qualify will be provided with one (1) remedial training session paid at their normal base hourly rate of pay. If the employee fails to obtain the required qualification score during his/her remedial training session, he/she will be afforded additional voluntary remedial/practice sessions at the discretion of the Company but these sessions will be without pay as will subsequent qualification attempts.

An employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her removal from the contract. An employee failing to successfully qualify or report for his/her scheduled remedial training session within this thirty (30) day period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated.

19.5 – Failure to Successfully Complete.

If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee may, at the sole discretion of the Company, be suspended from the contract for a maximum of thirty (30) days. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) day time frame (unless such failure to report is the result of a documented emergency circumstance, inability of the Company to get the training scheduled, or due to a delay on either the company or the government's part in getting the certification issued), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

ARTICLE 20: SCOPE OF AGREEMENT

20.1 – Duration.

This Agreement shall be effective as stated in the Preamble of this Agreement and shall remain in force and effect until 2400 hours on 02/29/12. It is expressly agreed and understood that the provisions of this Agreement, including but not limited to wages and health/welfare rates and other benefits, are the product of concessions and compromises by the parties during the negotiations which resulted in this Agreement. It is also expressly agreed and understood that the provisions of this Agreement contain and comprise the entire agreement and understanding between the parties, and supersedes any and all prior agreements or understandings between the parties, including and not limited to all prior wage and health/welfare rates and other benefit or obligations or requirements of the Company.

20.2 – Separability.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

20.3 – Waivers.

The parties acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not; (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Article 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

20.4 – Successors and Assigns.

Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

20.5 – Integration.

This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.


20.6 – Labor Management Meeting.

A labor-management meeting shall be scheduled once a quarter between Company and Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitrational. Union stewards designated in writing may attend such meetings and their presence at such meetings must be coordinated in advance to ensure no operational scheduling impact.


IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement on this 11th day of February 2009 in full acknowledgement of their intention to be bound by the Agreement.


International Union, Security, Police,
and Fire Professional of America (SPFPA)

 2/11/09
Assane Faye, District Director


Joy Washington
Shop Steward/Negotiations Committee

SecTek, Inc.


Michelle D. Fowler, VP


Dennis G. Roberts, Sr. VP

APPENDIX "A"

1. WAGE SCHEDULE

The following shall be the straight time hourly rate of pay for the period designated:

	03/01/09 to 02/28/10	03/01/10 to 02/28/11	03/01/11 to 02/29/12
Armed Lieutenant (ALT) Shift Supervisor	\$23.00	*	*
Unarmed Lieutenant (ULT) Shift Supervisor	\$21.43	*	*
Armed Security Officer (ASO)	\$21.00	*	*
Unarmed Security Officer (USO)	\$19.43	*	*
Locksmith (LKSM)	\$31.25	*	*
Security Assistant (SASST)	\$21.66	*	*
Security Specialist (SSP)	\$29.25	*	*

**Straight time hourly rate of pay shall be renegotiated by the parties in these successive years, as provided in Section 20.1 of this Agreement.*

2. HEALTH AND WELFARE (H&W)

Full-time employees will become members of the Company's cafeteria health and welfare plan, which currently includes, as of the date of the signing of the Agreement, the following benefits:

Description of Benefit*	Options	See Note
Major Medical (three levels of coverage)	Required	1
Dental (two levels of coverage)	Optional	2
Vision	Optional	2
Short-term disability (STD), Long-term disability (LTD), Employee Assistance Plan (EAP), Basic life insurance, Accidental Death and Dismemberment (AD&D)	Core	3
Supplemental life insurance	Optional	
<i>* Specific benefits and costs are subject to modification during open enrollment period</i>		

- **Note 1:** Major medical is required, *unless* Employee provides timely proof of existing medical coverage during the enrollment period or within the required time period following a qualifying event. If Employee makes no election, Employee will automatically be enrolled in the Company's low premium/high deductible plan.
- **Note 2:** Dental and Vision benefits are optional. If Employee makes no election, Employee will not be enrolled in these benefits.
- **Note 3:** This group of core benefits is mandatory and cannot be waived. Their cost will be deducted from the Employee's allotted H&W credits.

Any residual H&W credits not used to purchase benefits will be paid to the Employee in cash and included in the Employee's semi-monthly paycheck as taxable income.

If Employee elects benefits that exceed the total H&W credits allotted to him/her, the excess cost will be paid by Employee in the form of a payroll deduction.

The following H&W contribution represents the Company's maximum obligation/contribution per regular hours worked, to a maximum of forty (40) hours per work week, for the period designated:

	03/01/09 to 02/28/10	03/01/10 to 02/28/11	03/01/11 to 02/29/12
Rate	\$3.45	*	*

**Health and Welfare rate shall be renegotiated by the parties in these successive years, as provided in Section 20.1 of this Agreement.*

If an employee is covered by Company benefits and goes into an unpaid status for more than one pay period for any reason, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

3. UNIFORM ALLOWANCE

The Company shall provide at no cost to all new employees, uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance in accordance with Company and government policy.

Effective 01 March 2009, the Company shall pay each employee the sum of thirty-eight cents (.38¢) for each regular hour worked (up to forty hours per week) to launder, repair and maintain Company-issued uniforms and equipment, including the replacement of uniform patches and badges that are directed to be replaced by the Company at its discretion.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.

4. WORKERS' COMPENSATION

The Company shall provide workers' compensation insurance to all employees to be calculated at the applicable state premium rates effective.

5. UNION 401(k) PLAN

Effective 01 March 2009, for each eligible employee, the Company will contribute sixty cents (.60¢) for all regular hours worked to a maximum of forty (40) hours per work week to the Union's designated 401(k) plan.

7. PERSONAL/SICK LEAVE

A. Effective 01 March 2009, all non-probationary, full time employees employed as of said date will accrue 2 hours per pay period (24 pay periods in one year = 48 hours or 6 days).

B. Unused PSL will be paid out to active employees on the first payroll date following December 31st of each calendar year and will be included in the employee's regular paycheck.

C. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures if the time off was not authorized in advance.

D. Employees shall be compensated for personal/sick days at their straight-time rate of pay in effect at the time the personal/sick leave is taken. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. The company may require that employees taking leave under this Article shall not take it in less than four (4) hour increments.

E. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) will be required to use any accrued but unused leave time prior to going into an unpaid status.

8. VACATION

A. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

<u>Service Completed</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>	<u>Semi-monthly Accrual Rate</u>
After 1 Year	2 Weeks	80 Hours	3.33 Hours
After 5 Years	3 Weeks	120 Hours	5 Hours
After 10 Years	4 Weeks	160 Hours	6.67 Hours
After 15 Years	5 Weeks	200 Hours	8.34 Hours

Vacation shall not vest and full time employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment. Part time employees' vacation entitlement is prorated based on actual hours worked in the one year prior to their seniority date. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay.

The length of eligible service is calculated on the basis of the 12 month period that begins with the employee's start date on contract (new employees) or, in the case of incumbent employees from a predecessor contract, the employee's date of hire with the predecessor contractor, or in the case of division transfers, the employee's seniority date as shown in the company records.

Following the first full year of service, the full time employee will accrue vacation each semi-monthly pay period as indicated in the table above. Part time employees' vacation will be prorated based on actual hours worked in the pay period.

B. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e. "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority.

All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. The company may require that employees taking leave under this Article shall not take it in less than 8 hours increments. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the parties that any alleged violation of this Article shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 13 shall be final and binding.

C. Eligible part time employees shall be entitled to pro-rated vacation pay at their straight time rate based on the number of hours worked in the previous year based on the employee's seniority date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight time rate of pay.

D. An employee may not carry over more than 120 hours from one calendar year to the next. Vacation hours in excess of 120 hours shall be paid on the first payroll date following December 31st. At the time of termination of employment, employees shall be paid for any accrued and unpaid vacation hours providing they have been employee for more than one (1) year.

E. Employees shall be compensated for vacation at their straight time rate of pay in effect at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

9. HOLIDAYS

A. All full time employees shall be paid eight (8) regular straight time hours for the following holidays:

New Years Day	Memorial Day	Columbus Day	Christmas Day
Martin Luther King Day	Independence Day	Veteran's Day	
President's Day	Labor Day	Thanksgiving Day	

When any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the same day as observed by the Government. Any holiday declared by Presidential Proclamation, that specifically includes contractors and the services they provide, will be observed as specified in the proclamation.

B. An eligible full time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight time rate of pay. An eligible full time employee assigned to work on a holiday will receive their straight time wage for all hours worked plus the eight (8) hours holiday pay specified above.

C. In order for an employee to qualify for a paid holiday, the employee must have worked his/her regularly scheduled work day immediately preceding the holiday and the employee's regularly scheduled work day immediately following the holiday.

D. An employee eligible to receive holiday pay that is scheduled to work on a holiday and who after being scheduled, refuses or fails to report to work, shall not receive holiday pay and shall be subject to disciplinary action as applicable.

E. In the event that one of the holidays occurs during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

F. An eligible part time employee who is not required to work on a holiday shall be paid a proration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2). An eligible part time employee assigned to work on a holiday will receive his or her straight time wage for all hours worked plus a pro-ration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2).

G. Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

10. BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full time employee, the employee will be granted bereavement leave of up to three (3) work days with pay. Bereavement pay will not be used for the purposes of computing overtime and will be paid at the employee's straight-time pay rate at the time the leave was taken. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior approval from the Corporate office. For this purpose of this Article, immediate family is defined as:

Spouse	Child/step-child/foster child	Siblings/step-siblings
Parents (including in-laws)	Step-parents/foster parents	Son-in-law/daughter-in-law
Grandparents/grandchildren	Legal guardian or <i>in loco parenti</i>	

The Company may require the employee to substantiate the need for the leave.

Bruce, Sandra P. (GSFC-210.H)

From: Rene Thomas [rthomas@sectek.com]
Sent: Thursday, February 12, 2009 4:36 PM
To: Bruce, Sandra P. (GSFC-210.H)
Cc: Alan Brown; Dennis Roberts; Michelle Fowler
Subject: Collective Bargaining Agreement 3/1/09
Importance: High
Attachments: NASA - SPFPA CBA 030109 - 022912.pdf

Sandy,

Please find attached the new CBA between SPFPA and SecTek effective 01 March 2009 and also a hard copy will follow in the mail. Please note I will be forwarding a pricing for this adjustment as soon as possible.

Please confirm receipt of this document.

Thank you,

René Thomas
Contract Administrator
SecTek, Inc.
11413 Isaac Newton Square S.
Reston, VA 20190
Ph: (571)234-4662
Fx: (703)738-2380